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May 26, 2017

Via ECF

Hon. Joan M. Azrack, U.S.D.J.
United States District Court
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

Re: *Ma, et al. v. Harmless Harvest Inc., et al.*
Case No. 16-cv-7102

Dear Judge Azrack:

We are counsel to Plaintiffs. We write, jointly with counsel to Defendant, to request the Court's approval of certain limited, non-substantive amendments to the Publication Notice preliminarily approved by the Court in its Order of May 12, 2017, Dkt. 11, and originally submitted to the Court as Ex. C to the Declaration of C.K. Lee in Support of Plaintiffs' Unopposed Motion for Preliminary Settlement Approval, Dkt. 7-3. The proposed amended Publication Notice is attached to the accompanying Declaration of Cameron R. Azari, Esq., in Support of Joint Request for Preliminary Approval of Amended Publication Notice ("Azari Decl.") in both blackline, to show changes, and in clean copy. We regret any inconvenience to the Court.

By Order dated May 12, 2017, the Court, *inter alia*, preliminarily certified the settlement class and approved the class settlement, including the class Publication and Website Notices and the Notice Plan. Following receipt of the preliminary approval Order, the undersigned discussed the Publication Notice with the approved notice administrator, Epiq Systems Class Action and Claims Solutions (the "Administrator"). The parties were advised by the Administrator that the Publication Notice as approved could not reasonably fit into the *People Magazine* ad size (1/3 of one page, as was described in the parties' Settlement Agreement and preliminarily approved by the Court), and thus would have to be edited to reduce the size and word count to stay within the costs of the Notice Plan. *See* Azari Decl. ¶ 5.

The parties have met and conferred with each other and with the Administrator, and have agreed upon the content of the proposed amended Publication Notice, subject to Court approval. The parties believe that the amendments to the Publication Notice do not alter its substantive content, and that all class members will still receive the full substance of the originally proposed Publication Notice through the amended version and its referenced settlement website link. *See* Azari Decl. ¶¶ 5, 7.

In view of the foregoing, the parties respectfully request that the Court preliminarily approve the amended Publication Notice. The Administrator has advised the parties that, in order to meet the submission deadline for publication in *People Magazine* pursuant to the notice administration timeline set forth in the Court's preliminary approval Order, the amended

Publication Notice must be submitted to *People Magazine* no later than June 7, 2017. We therefore respectfully request the Court to expedite this matter at the Court's earliest convenience.

Respectfully submitted,

/s/ C.K. Lee

Encl.

cc: all parties via ECF

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
GUOLIANG MA, ELIZABETH PEGUERO,
SHARON MANIER, and KIN FAI LAU,
on behalf of themselves and others similarly situated,

Plaintiffs,

v.

Case No. 16-cv-7102 (JMA) (SIL)

HARMLESS HARVEST, INC.

Defendant.

-----X

**DECLARATION OF CAMERON R. AZARI, ESQ., IN SUPPORT OF JOINT REQUEST
FOR PRELIMINARY APPROVAL OF AMENDED PUBLICATION NOTICE**

I, CAMERON R. AZARI, ESQ., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I am over the age of twenty-one and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and I have served as a legal notice expert in dozens of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft has been involved with some of the most complex and significant notices and notice programs in recent history. Hilsoft is a business unit of Epiq Systems Class Action and Claims Solutions ("Epiq").

4. With experience in more than 200 cases, notices prepared by Hilsoft Notifications have appeared in 53 languages with distribution in almost every country and territory in the world. Judges, including in published decisions, have recognized and approved numerous notice plans

developed by Hilsoft Notifications, which decisions have always withstood collateral reviews by other courts and appellate challenges.

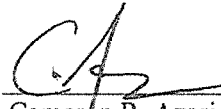
5. In its May 12, 2017 *Order Preliminarily Certifying Settlement Class, Approving Class Settlement, Approving Class Notice, and Setting Date for Fairness Hearing*, the Court, *inter alia*, (i) approved Epiq as the Settlement Administrator, and (ii) approved the form and content of and proposed plan for giving notice to the Settlement Class. Subsequent to that Order, counsel for Defendant discussed with Epiq the form and content of the approved notices, including the Publication Notice filed as Exhibit C to the Declaration of C.K. Lee in Support of Plaintiffs' Unopposed Motion for Preliminary Settlement Approval (Dkt. 7-3). Upon further review, we informed Defendant that the Publication Notice was too long to reasonably fit into the *People Magazine* ad size that had been proposed. At Defendant's direction, I reviewed the Publication Notice and made appropriate edits to reduce the size of the notice while not altering any of the substantive content. Plaintiffs also reviewed the proposed edits, and provided further comments, which I incorporated.

6. Attached to this declaration are a redlined version of the Publication Notice, showing the proposed changes made to the version the Court preliminarily approved in its May 12, 2017 Order, and a clean version reflecting those changes accepted as it would appear in *People Magazine*. These are included as **Attachment 1**.

7. The amended Publication Notice is consistent with other notices used in more than a hundred other class actions administered by us. It is designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Publication Notice follows the principles embodied in the Federal Judicial Center's illustrative

“model” notices posted at www.fjc.gov. Dozens of federal and state courts have approved notices that we have written and designed in a similar fashion.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 26th, 2017.


Cameron R. Azari, Esq.

Attachment 1

If You Purchased Harmless Harvest Coconut Water between September 30, 2011 and [Preliminary Approval Date], Month Day, 2017 Please Read This Notice

Why was this notice published?

A Settlement has been reached with Harmless Harvest, Inc. ("Harmless Harvest") in a class action lawsuit claiming regarding its coconut water products.

What is the lawsuit about?

~~The class action is entitled "Ma, et al. v. Harmless Harvest, Inc." No. [____], is currently pending in the United States District Court for the Eastern District of New York. Plaintiffs claim that advertisements and packaging for Harmless Harvest's coconut water products were false or misleading under state and federal laws, and that they and other purchasers paid more for Harmless Harvest's coconut water products than they would have absent such advertisements and packaging. Harmless Harvest vigorously denies Plaintiffs' these claims. The class action is entitled "Ma, et al. v. Harmless Harvest, Inc." and is currently pending in the United States District Court for the Eastern District of New York.~~

Who's included in the Settlement?

Generally, the Settlement includes anyone who made retail purchases of Harmless Harvest coconut water products in the United States between September 30, 2011 and Month Day, 2017~~[Preliminary Approval Date]~~.

What does the Settlement provide?

If it is finally approved by the Court, the Settlement will provide for:

Changes to Packaging: Harmless Harvest has removed all "100% Organic" and "Raw" labels ~~labels will be removed from the packaging of products shipped into the United States and has agreed that such labeling changes shall remain in effect.~~

Attorneys' Fees and Costs: The Court has appointed the law firm of Lee Litigation

Group, PLLC to represent the Class in this case. Subject to Court approval.

Harmless Harvest will pay up to \$575,000 in attorneys' fees, expenses, and costs, including up to \$20,000 in Incentive Awards to the named Plaintiffs.

~~**Incentive Awards:** Harmless Harvest will pay up to \$20,000 total in incentive awards to the named Plaintiffs for their service to the Class as part of the \$575,000 award of attorneys' fees, expenses, and costs.~~

~~**Other Costs:** Harmless Harvest will pay up to \$350,000 in notice and administration costs to a third-party administrator that will assist with the processing of claims and other settlement-related tasks.~~

~~**Consultant Fees:** Harmless Harvest will bear pay the cost of consulting fees of a third-party consultant engaged to review the company's product labels for ongoing accuracy for a period of 2 years following Court approval of the Settlement.~~

Will I receive any payment from the Settlement?

No. There is no cash relief to purchasers. The Settlement provides for the above-described injunctive relief only to the Class, ~~consisting of label changes and ongoing third party monitoring regarding the accuracy of Harmless Harvest's product labeling.~~

What are my rights?

If you wish to remain a member of the Class, you do not need to take any action at this time. If you stay in the Class, all of the decisions by the Court and the Settlement will bind you, and you will be unable to sue Harmless Harvest regarding the alleged misconduct or legal issues in this case, or be part of any other lawsuit against Harmless Harvest regarding such issues.

~~If you do not want to be legally bound by the Settlement, you must exclude yourself by Month DD, 2017. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. If you do not request exclusion, you may object to any aspect of the Settlement by Month DD, 2017. A detailed Notice available on the website explains how to exclude yourself or object. For instructions on how to exclude yourself from the Class or object to the Settlement, please see [Admin Website]. The Court will hold a Hearing on Month DD, 2017 to consider whether to approve the Settlement and a request for attorneys' fees of up to 35% of the Settlement Fund and service awards of \$5,000 each to the Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website. What are my rights?~~

~~If you wish to remain a member of the Class, you do not need to take any action at this time. If you stay in the Class, all of the decisions by the Court and the Settlement will bind you, and you will be unable to sue Harmless Harvest regarding the alleged misconduct or legal issues in this case, or be part of any other lawsuit against Harmless Harvest regarding such issues. Please carefully review the specific provisions of the Settlement, including the release of claims contained therein, at [Admin. Website].~~

~~If you do not want to be legally bound by the Settlement, including if you want to keep your right to sue Harmless Harvest yourself~~

~~with respect to the alleged misconduct in the case or other legal claims that were or could have been asserted in the case, you must exclude yourself from the Class in writing by [Exclusion Date, 60 days after Notice Deadline]. If you exclude yourself from the Class, you may not intervene as a party plaintiff in the case. If you would like to exclude yourself from the Class, your written exclusion request must: (a) be signed by you; (b) include your full name, telephone number, and address, and (c) provide a clear and unambiguous statement that you wish to be excluded from the Class, such as "I request to be excluded from the settlement in the *Ma* action." All exclusion requests must be sent to [Admin. Settlement Mailing Address] and must be postmarked no later than [Exclusion Date, 60 days after Notice Deadline]. The Court will exclude from the Class any member who validly requests exclusion.~~

~~If you stay in the Class and wish to object to any aspect of the Settlement, you must do so in writing by [Exclusion Date, 60 days after Notice Deadline]. For instructions on how to exclude yourself from the Class or object to the Settlement, please see [Admin. Website].~~

~~The United States District Court for the Eastern District of New York Court will hold a Fairness Hearing on [Final Approval Hearing Date] Month, Day, 2017 to consider whether to approve the Settlement as fair, reasonable, and adequate. This date could change so you should check the website for updates. If there are objections, the Court will consider them at that time. You or your own lawyer may appear at the hearing at your own expense, but you do not need to do so. If you wish to appear, you must first provide written notice of your~~

intention to do so. The terms of the Settlement or the date of the Fairness Hearing may change without further notice. It is important to periodically check the website for updated information. We do not know how long the Court's decision will take. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website, at [Admin. Website], for information. Please do not contact the Court about this case.

~~The Court has appointed the law firm of Lee Litigation Group, PLLC to represent the Class in this case.~~

This is a summary notice. For more details, please call the toll free number below or visit the website.

~~[Admin. Telephone Number], visit [Admin. Website], or write to [Admin. Settlement Mailing Address].~~

For more information, please visit:

[Admin. Website] or [Admin. Telephone Number] 1-XXX-XXX-XXXX
www.XXXXXXXXXXXXXX.com

**If You Purchased Harmless Harvest
Coconut Water between September
30, 2011 and Month Day, 2017
Please Read This Notice**

A Settlement has been reached with Harmless Harvest, Inc. in a class action lawsuit claiming that advertisements and packaging for Harmless Harvest's coconut water products were false or misleading and that purchasers paid more than they would have absent such advertisements and packaging. Harmless Harvest vigorously denies these claims. The class action is entitled "*Ma, et al. v. Harmless Harvest, Inc.*" and is pending in the United States District Court for the Eastern District of New York.

Who's included in the Settlement?

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What does the Settlement provide?

If approved by the Court, the Settlement will provide for:

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Attorneys' Fees and Costs: The Court has appointed the law firm of Lee Litigation Group, PLLC to represent the Class in this case. Subject to Court approval, Harmless Harvest will pay up to \$575,000 in attorneys' fees, and costs, including up to \$20,000 in Incentive Awards to the named Plaintiffs.

Consultant Fees: Harmless Harvest will pay the fees of a consultant engaged to review the company's product labels for ongoing accuracy for 2 years following Court approval.

**Will I receive any payment
from the Settlement?**

No. There is no cash relief to purchasers. The Settlement provides for the above-described injunctive relief only to the Class.

What are my rights?

If you wish to remain a member of the Class, you do not need to take any action at this time. If you stay in the Class, all of the decisions by the Court and the Settlement will bind you, and you will be unable to sue Harmless Harvest regarding the alleged misconduct or legal issues in this case, or be part of any other lawsuit against Harmless Harvest regarding such issues.

If you **do not** want to be legally bound by the Settlement, you must exclude yourself by **Month DD, 2017**. If you do not request exclusion, you may object to any aspect of the Settlement by **Month DD, 2017**. A detailed Notice available on the website explains how to exclude yourself or object. For instructions on how to exclude yourself from the Class or object to the Settlement, please see [Admin Website].

The Court will hold a Fairness Hearing on **Month, Day, 2017** to consider whether to approve the Settlement as fair. If there are objections, the Court will consider them at that time. You or your own lawyer may appear at the hearing at your own expense, but you do not need to do so. If you wish to appear, you must first provide written notice of your intention to do so. The terms of the Settlement or the date of the Fairness Hearing may change without further notice. It is important to periodically check the website for updated information. Please do not contact the Court about this case.

This is a summary notice. For more details, please call the toll free number below or visit the website.

1-XXX-XXX-XXXX
www.XXXXXXXXXXXXXXXX.com